IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

FIRST APPEAL No 1871 of 1985

And

FIRST APPEAL No 2140 of 1985

For Approval and Signature:

Hon'ble MR.JUSTICE R.K.ABICHANDANI and sd/-
MR.JUSTICE M.C.PATEL sd/-

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1. Whether Reporters of Local Papers may be allowed to see the judgements? Yes

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2. To be referred to the Reporter or not? Yes

3. Whether Their Lordships wish to see the fair copy of the judgement?

4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder?

5. Whether it is to be circulated to the Civil Judge? 2 to 5 No

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AHMEDABAD EDUCATION SOCIETY

Versus

GILBERT B SHAH

Appearance:

First Appeal No.1871/85:

Mr.B.P.Tanna with Ms. K.J. Brahmbhatt, for Appellant.
Mr.S.V. Raju for respondent.

First Appeal No.2140/85:

Ms.K.J. Brahmbhatt for Ms.V.P.Shah for Appellants.
Mr.S.V. Raju for respondent No.1
Name of Respondent No.2 struck off, as per order dt.26-2-1987.
Respondents Nos. 3 to 19 served.

CORAM : MR.JUSTICE R.K.ABICHANDANI and

MR.JUSTICE M.C.PATEL

Date of decision: 29/12/98

ORAL JUDGEMENT (Per R.K.Abichandani,J.)

1.1 Both these appeals raise common questions and have therefore been argued together. Appellant of First Appeal No.1871 of 1985 and appellant No.1 of First Appeal No.2140 of 1985 is a public trust registered under the provisions of the Bombay Public Trusts Act, 1950 and is running educational institutions in the city of Ahmedabad.

1.2 The Respondent of First Appeal No.1871 of 1985 is the original plaintiff of Civil Suit No.5182 of 1984, which was filed by him in the City Civil Court, Ahmedabad against the appellant and two others, for a declaration that he continued in service of the appellant, Ahmedabad Education Society, as the Principal of the H.K. Primary Practising School, till he attained the age of 60 years, which was to be on 31.12.1986 and a direction on the appellant-defendant to pay compensation to him in terms of the emoluments that he would have received, had he served in the primary school till 31.12.1986 and for other incidental reliefs.

1.3 The respondent No.1 of F.A. No.2140 of 1985 is the original plaintiff of Civil Suit No.2001 of 1983. It appears that in that suit, by application, Exh.5, the present respondents Nos. 2 to 19 had prayed that they should be permitted to join as parties or to intervene in the matter, and by order dated 3.8.1983, since the other side had no objection, they were allowed to be joined as plaintiffs, as their interest was similar to the interest of the original plaintiffs.In that suit, the plaintiffs prayed for a declaration that the plaintiffs Nos. 1 and 9 continued to be in service, that their services cannot be terminated on the ground that they had attained the age of 58 years, and, further that they were entitled to continue in service till they attained 60 years of age as well as for a direction on the present appellant to pay compensation to them to the extent of the emoluments that would have been received or be receivable by them, had they served in the primary school till they attained the age of 60 years and to give all consequential or incidental benefits.

2.1 In Civil Suit No.2001 of 1983, the case of the respondent No.1, who was original plaintiff No.1, was that he was appointed as Assistant Teacher by the appellant-defendant-Society on 14.6.1960, initially on probation for two years, which probation-period he completed successfully and he continued to teach in

classes 1 to 4 of the primary school. According to the respondent No.1, Shivprasad Valjibhai Acharya, teachers of the primary school were agitating and requesting for disbursement of the interim relief, which were ordered to be given. The Secretary of the Society was, therefore, irked as he was suspected to be the main person behind such demand and agitation of the teachers. The respondent No.1 on 31.3.1983 received a communication dated 30.3.1983 informing him that his services were terminated with effect from 30.4.1983 on the ground that he completed 58 years of age. The case of the respondent No.1 was that he was entitled to continue in service till 60 years, which was the age of his retirement under the relevant rules. He named three persons, who, according to him, were continued in service even beyond 58 years.

2.2 The appellant-Society contested the suit by reply, Exh.7, on various grounds. It was contended that the teacher was not entitled to continue till 60 years of age and that there was no such service-condition which could be enforced and further that he was liable to be retired on completion of 58 years of age.

2.3 The issues were framed at Exh.45 in Civil Suit No.2001 of 1983 and the learned City Civil Judge, by his judgment and order dated 30.10.1985, decreed the suit declaring that the plaintiff No.1 continued in the service of the Society as a teacher of the primary school and that his services could not be terminated on the ground that he attained the age of 58 years and that he was entitled to continue till completion of 60 years of age. A direction was also given to treat him as having continued in service uninterrupted by the impugned order of retirement dated 30.3.1983 at Exh.16. A further direction was given to pay him his due emoluments, as if he had continued in service until completion of 60 years of age. The operation of the judgment was stayed till 29.11.1985 to enable the Society to appeal against the decision.

3.1 The respondent of First Appeal No.1871 of 1985, who was original plaintiff of Civil Suit No.5182 of 1984, Mr.Gilbert C. Shah, was initially appointed in the primary school as an Assistant Teacher by an appointment letter dated 10.4.1957 and he joined the service on 1.6.1957. According to him, he was the seniormost Assistant Teacher and had also officiated as the Head Master of the primary school. He was appointed as Head Master with effect from 1.6.1978 and had been serving in that capacity since then. His services were governed by rules and regulations of the appellant-Society, which

were known as "Leave Rules", as stated by him. It was contended that Rule 29 of the said Leave Rules, prescribed the age of retirement from service to be 60 years. The case of the plaintiff was that at the time of his appointment, the appellant-Society had represented to him that the age of retirement would be 60 years and therefore he had accepted the appointment. However, the appellant-original defendant-society by its letter dated 14.12.1984 informed Mr.Gilbert B.Shah that he was to retire from service as the Principal of the primary school with effect from 31.12.1984 on his completing 58 years of age on 3.12.1984. It was contended that this action on the part of the society of retiring him without allowing him to complete 60 years of age was in violation of his service conditions, under which he was entitled to continue till that age.

3.2 The Society, in its reply,Exh.13, contested the suit, contending that the said plaintiff Gilbert Shah was also one of the plaintiffs in Civil Suit No.2001 of 1983 in which similar relief was claimed and therefore this suit was not maintainable. It was further contended that the Leave Rules were never incorporated as a part of the contract of service between the parties and therefore he had no right to continue till the age of 60 years under the said Leave Rules.

3.3 It was also contended that Mr.Gilbert Shah was given a fresh appointment as Head Master with effect from 1.6.1978 and the letter of appointment, which was issued on 11.11.1980, did not contain any such condition incorporating the Leave Rules of the appellant-Society. It was also contended that the plaintiff's services were governed by the Bombay Primary Education Act, 1947 and the Rules framed thereunder and that under Rule 34 in Schedule `F' of the said Rules, the age of retirement was 58 years and therefore the plaintiff was liable to be retired at the age of 58 years. As regards the four persons, who were said to have been continued beyond 58 years of age, it was contended that they were re-employed and one of them was working as the Secretary of the Society purely in an administrative position.

3.4 The issues were framed in Civil Suit No.5182 of 1984 at Exh.35 and the learned City Civil Judge, by his judgment and order dated 30.10.1985, decreed the suit by declaring that the said plaintiff continued in service of the appellant-Society as the Principal of the H.K. Primary Practising School till he attained the age of 60 years and directed the Society to treat him as having continued in service uninterrupted by the order of his

retirement passed by it on 14.12.1984 at Exh.29. The operation of the judgment and order was stayed till 29.11.1985 to enable the Society to challenge the decision in appeal.

4.1 In both the suits, the learned trial Judge, after taking into consideration various contentions raised by the rival parties, which were almost identical, held that the age of retirement from service of these teachers was 60 years, as provided in the Leave Rules. It was held that Rule 34(3) in Schedule `F' of the rules framed under the Act would save Rule 29 of the Leave Rules framed by the Society, so far as its employees, including the plaintiff, appointed prior to coming into force of the amended statutory rules are concerned. It was held that prior to the coming into force of the amended rules, the plaintiff would not have been entitled to any relief of declaration, but under these rules, protection was conferred on them and they could seek enforcement of the contract of service. On the issue as to whether the suit was barred by res judicata, the trial Court held that the plaintiffs Nos. 2 to 19 were wrongly impleaded as parties-plaintiffs, since application was in effect an application under Order 1, R.8A of the Code of Civil Procedure, under which the Court was empowered to permit a person or body of persons to present their opinion or to take part in the proceedings. It was held that in this view of the matter, it was not necessary for the plaintiffs Nos. 2 to 19 of Civil Suit No.2001 of 1983 to join since in that suit they were only technical parties-plaintiffs impleaded on account of mistake of the Court in an application which was made under Order 1, R.8A of the Code.

4.2 On construction of Rule 34(3), the learned trial Judge, in both these matters, held that two conditions were required to be fulfilled for the purpose of applicability of that rule. In the first place, employment of the concerned employee should be on a contract basis. Secondly, it should be for a definite period. It was held that since the plaintiffs were appointed prior to the coming into force of the amended rules in Schedule `F' of the rules framed under the Act, their services were at that time governed by contractual relationship between the parties. As regards the meaning of the term "definite period" appearing in Rule 34(3) referring to various dictionary meanings of the words "definite" and "period", it was held that since as per one of the terms of appointment, the age of retirement was 60 years, the appointment was for a definite period upto the completion of 60 years of age. It was held that

the rule-making authority appeared to have decided not to disturb such advantageous and beneficial conditions of service which were operating in favour of the employees, including teachers, in all approved primary schools by the amended rules framed in Schedule `F' of the Rules under the Act.

5.1 The learned Counsel appearing for the appellant-Society in both these appeals, contended before us that the statutory provision of Rule 34(1) of the rules contained in Schedule `F' of the Bombay Primary Education Rules, 1949 had the effect of prevailing over any term of contract and therefore since the said rule provided the age of superannuation as 58 years, the teachers, who were appointed prior to the coming into force of the rules contained in Schedule 'F', had to be retired on their attaining 58 years. It was contended that Rule 34(1) was mandatory in the sense that it used the expression "employee shall retire at the age of 58 years." It was further argued that there was no indication in the order of appointment of any of these two teachers that their age of superannuation would be 60 years. It was submitted that Rule 29 of the Leave Rules was only for the guidance of the management and for their knowledge that they could continue a given employee till the age of 60 years. It was also argued that Rule 29 of the Leave Rules was not intended to apply to teachers and it was meant only for Class IV servants. This submission was made on the footing that Rule 29 of the Leave Rules of the Society did not specifically refer to teachers and it referred to servants of the Society. It was submitted that wherever Leave Rules intended to apply to teachers, they were specifically referred to.

5.2 The learned Counsel for the appellant placed reliance on the decision of this Court in AHMEDABAD EDUCATION SOCIETY v. SHIVPRASAD VALJIBHAI ACHARYA, reported in 25(1) G.L.R. 419. That matter had arisen from the interim order made in Civil Suit No.2001 of 1983 on 30th August, 1983. This Court held that the plaintiff Shivprasad was not entitled to interim relief because he had in fact retired on 30th April 1983, being the date on which he completed 58 years and had filed the suit on 17.5.1983 when he was not in actual service. It was held that he could be compensated by awarding damages for early retirement, if a different view, namely, that he was entitled to continue till 60 years was possible. The learned Counsel relied upon certain observations made in this judgment on the interpretation of Rule 34(3). It was observed that there should be a contract between an employer and employee for a period which must be

definite, such as 5 years, 10 years, 15 years or any period which is a fixed period and for that period a contract is made. It was observed that the contract must be for a definite period between an employer and an employee. We do not think that the appellant can successfully rely upon a decision given in a matter arising from an interim order. We are required to interpret the provisions of Rule 34(3) in these appeals and the interpretation in an interim order made by the learned Single Judge of this Court would obviously not bind us. In fact, it did not even bind the trial Court, since the learned Single Judge himself, in para 4 of the judgment, made it clear that apart from the interpretation of the said rule indicated by him, even if some other interpretation is possible, when the hearing takes place before the City Civil Court and the Judge could be convinced that the teacher was an employee prior to 1978 and that his retirement-age should be considered as 60 years on the basis of the contract, it would be open for him to do so. The learned trial Judge was aware of this decision and he has in fact carefully considered the same and rightly concluded that he was free to interpret Rule 34(3), notwithstanding the observations made in this judgment, on the basis of the contentions which were raised before him at the hearing of the suit.

5.3 The learned Counsel referred to the decision in JAYANTILAL RATILAL THAKKAR v. STATE OF GUJARAT & ORS., reported in 17 G.L.R. 461 in which it was held by the learned Single Judge of this Court in context of the Bombay Primary Education Act, 1947 and the rules made thereunder that in the matter of security of tenure, there was no statutory protection which a primary teacher or a Head Master of a primary school run by a private body or a trust enjoyed. It was held that there was no provision in the said Act or the rules framed thereunder which implied a statutory protection in the matter of tenure of service of teachers and head masters of private primary schools and that if the teacher had no statutory right, he cannot seek enforcement of a non-statutory right by invoking the constitutional jurisdiction of the High Court. It was held that so far as primary teacher is concerned, his security of tenure was governed by the relationship of master and servant or by contract and the contractual obligations between an employer and an employee cannot be enforced by a writ of the High Court under Article 226 or 227 of the Constitution. In fact, both the sides had referred to this decision to point out that prior to the amended rules which are contained in Schedule `F' to the rules, which came into force with effect from 28th Decembner, 1978, there was no statutory

protection to the primary school teachers as regards their tenure of service and that the matter was in the realm of contract.

6. The learned Counsel appearing for the respondents supported the reasoning of the trial Court and submitted that the concept of appointment for a definite period was a clear concept and it only meant that the tenure of service should be discernible. Referring to dictionary meaning of the word "definite", he submitted that "definite" would mean something that is exact and has discernible limits. He submitted that when retirement-age was prescribed under the rules, the appointment of an employee, who was entitled to continue till the retirement age, became an appointment for a definite period. He submitted that the date of retirement of an employee was a date which can be easily ascertained and from the date of appointment, the entire period till the date of such retirement would be a known and definite period. The learned Counsel referred to the decision of this Court in SHRI SAFAL KELVANI MANDAL 7 ORS. v. STATE OF GUJARAT & ORS., reported in 25(2) G.L.R. 1488 in which the validity of the rules contained in Schedule `F', as amended by the Bombay Primary Education (Gujarat Amendment) Rules, 1978, was upheld. It was held that the amendment in rule 106(2) in 1970 manifests the clear legislative intent that the Legislature wanted to impose an obligation on the school management to undertake that the conditions of teaching and non-teaching staff in the employment of such recognized schools should be as those specified in Schedule `F'.

7. The nature of controversy, as is apparent from the facts stated above and the decision of the trial Court, centres around the age of retirement of these two teachers. According to the appellant-Society, they were rightly made to retire on attaining 58 years of age, in view of Rule 34(1) contained in Schedule `F' of the Bombay Primary Education Rules, 1949, while according to these teachers, they were entitled to continue till 60 years of age, in view of Rule 29 of the Leave Rules of the appellant-Society in which a specific provision was made laying down the age of retirement for all the servants of the Society, including teachers.

8. We would, therefore, reproduce Rule 29 of the Leave Rules of the appellant-Society and Rule 34 of Schedule `F' contained in the amended Bombay Primary Education Rules, 1949 pertaining to model conditions of employment of teachers in private schools.

Rule 29 of the Leave Rules of the Ahmedabad Education Society is as under:-

"29. The age of retirement for servants of the Society will ordinarily be 60 years but the Governing Body may require a Medical Certificate of fitness after the age of 55."

Sub-rules (1) and (3) of Rule 34 contained in Schedule `F' of the Bombay Primary Education Rules, which are relevant for our purpose, read as under:-

"34. Age of superannuation of Teachers.- (1) An employee shall retire at the age of 58 years. However a review of the work will be undertaken at the age of 55 years for deciding whether he deserves to be continued beyond the age of 55.

x x x x."

(3) These rules shall not apply to employees who are already employed on a contract basis for a definite period. However, the management shall not make any appointments on contract which would defeat the provisions of these rules."

9. The leave Rules, which are at Exh.28 in Civil Suit No.5182/84 and at Exh.18 in Civil Suit No.2001/83, refer to various types of leaves which can be given to a Society-servant. Rule 6 refers to earned leave admissible to a Society-servant in a permanent employ of the Society. Rule 7 speaks of earned leave admissible to a Society servant not in permanent employ of the Society. In Rule 9, it is provided that earned leave is not admissible to a Society servant in vacation department who is not in permanent employ. Rule 10 speaks of leave on private affairs that may be granted to a society servant in permanent employ. Rule 11 relates to leave on medical certificate to a Society servant. Rule 12 refers to extra-ordinary leave that can be granted to society servant. There is provision for study leave in Rule 16, that may be granted to the teaching staff. Under Rule 22, leave may be taken in combination with any other kind of leave which a teacher might have earned. We have referred to these provisions because it has been contended before us that Rule 29, which lays down the age of retirement, refers to servants of the society and that it applied only to Class IV servants. From the scheme of the rules, it clearly transpires that the expression "society servant" or "servants of the Society" in these

rules is intended to cover both non-teaching and teaching staff of the Society and there is no reason to confine Rule 29 only to Class IV servants of the Society. The rules which we have referred to above deal with various types of leaves which are admittedly admissible to teachers, even though the expression "Society servant" is used in these rules. Where teachers are to be provided separately, that has been done, as can be seen from Rules 16 onwards, which relate to study-leave which is admissible to members of the teaching staff. Rule 30 speaks of part-time permanent teachers. There is nothing in these rules which would indicate that Rule 29 was not applicable to the teachers. The rule clearly applied to all the employees of the society, including teachers.

10. These Leave Rules constituted conditions of service of the employees of the appellant-Society. In this context, it is significant to note the replies given to the Interrogatories, which were served on the appellant-Society. In Interrogatory No.14 in Civil Suit No.2001 of 1983, the appellant-Society was called upon to answer as to whether the Leave Rules were the rules framed by the Society, and in Interrogatory No.15 it was asked as to whether these rules were framed to govern the conditions of employment of servants of the defendant-Society. In answer to these Interrogatories, which are at Exh.9 in the said suit, the appellant-Society had stated that these Leave Rules were terms of contract of service of such employees whose service conditions were not governed by the statute or statutory rules. It was frurther stated, in answer to Interrogatory No.15, that these Leave Rules were framed for persons whose terms and conditions of service were governed by the contract entered into by and between such employees and the Society. In answer to Point No.10, the appellant-Society in its further reply at Exh.10 stated that the enforcement of the unamended Schedule `F' was not obligatory for the approved private schools and that the appellant-Society had not implemented the same. There is an entry in the Rojnama dated 18.2.1985 in Civil Suit No.5182 of 1984 to the effect that Interrogatories were produced in Civil Suit No.2001 of 1983. Thus, these interrogatories were also adopted in the other civil suit. It is clear from the replies given by the appellant-Society to the Interrogatories that the Leave Rules, which were adopted by the Society contained service conditions which were applicable to the employees of the Society. As held by this Court in Jayantilal's case (supra), in the matter of security of tenure, there was no statutory protection which a private teacher or a head master of a private school run by a private body or

a trust enjoyed. The appellant-Society has admitted that it did not even adopt the unamended rules, which were contained in Schedule `F'. Thus, the service-conditions of these teachers at the time when they joined service with the appellant-Society were in the realm of contract and Rule 29 clearly laid down the age of superannuation, which was applicable to all the servants of the Society, including its teachers.

11. Where the employment is purely in the realm of contract and not governed by any statutory provision, the terms and conditions of the contract, which are agreed between the parties, will alone govern the field. In a contract of employment, the conditions as to remuneration, duration of employment, leave, termination,etc. which are agreed between the parties will bind them. If they are not in writing, they can be spelt out from their conduct, and the practices in vogue in respect of such employment. "A contract of employment cannot be enforced by or against an employer". (See Pollock & Mulla, Indian Contract and Specific Relief Act, 11th Edition, Vol.2 at page 1263). When a breach is committed of any term or condition of the contract of employment in cases where statute has not stepped in to protect service-conditions, the remedy of the aggrieved party would lie in seeking damages for breach of contract.

12. The plaintiffs admittedly were permanent employees of the appellant-Society and claimed that as per the terms and conditions governing their service as teachers, they were entitled to continue upto the age of 60 years, but were wrongly retired at 58. Though their letters of appointment do not contain all their service conditions, the aforesaid leave rules governed the field and, as noted above, this aspect clearly emerges from the answers to the Interrogatories.

Rule 29 of the Leave Rules, which was a part of the condition of service of the teachers clearly gave them a contractual right to continue till the age of their retirement, which was 60 years under that rule, subject to their fitness, as envisaged therein. It is no one's case that these teachers were not fit to continue after the age of 55 or that there was any reason for putting a premature end to their normal tenure till the age of their retirement.

13. In Rule 34(1), a statutory protection was introduced for the benefit of the employees of private schools to enable them to continue till the age of

superannuation which was fixed at 58 years. It is obvious that the amended rules contained in Schedule `F', including the said Rule 34(1), which, for the first time, laid down the age of superannuation of teachers, were intended to benefit the teachers and not to take away any of their contractual rights. The teachers of primary schools who were absolutely at the mercy of the employers were now given a statutory tenure of continuing till the age of superannuation of 58 years. This provision is not intended to reduce the tenure of a permanent teacher who, under the terms of contract, is entitled to continue in service for a period beyond 58 years. Therefore, in cases where there is a contractual right to continue beyond 58 years of age, whether by virtue of a term of contract which specifies the period in terms of years, namely, 5, 10 or 15 years, which ends beyond that age, or by reference to the person completing a particular age, as in the present case 60 years, that is not intended to be taken away or curtailed. There is no such retrospective operation of the statutory provision, either express or implied, which could take away the contractual right already vested in the teacher before the amended rules came into force. Therefore, even without reference to sub-rule (3) of Rule 34, the rights of these respondent-teachers under the contract of their service, more particularly their contractual right to continue under Rule 29 till the retirement-age of 60 years, remained intact and a breach of that term of contract entailed liability to pay damages.

14. Sub-rule (3) of Rule 34 indicates that the provision laying down superannuation age of 58 years is inapplicable to cases where under the terms of the contract of such of the employees who were actually employed when the rules started operating, they are entitled to continue for a definite period. This means that if the employment is for a definite period, for example, 5 years, 10 years, 15 years etc., the employee would be entitled to continue for that period and if it expires before he attains the age of 58, he cannot claim the benefit of continuing till 58 years; nor can the management retire an employee at 58 years, when as per the contract, he is entitled to continue for the definite period, which may be ending beyond his attaining 58 years of age. Those who may continue on the basis of a subsisting contract for a duration falling beyond 58 years, cannot be made to retire at the age of 58, under Rule 34(1) because that rule does not apply in such cases. In cases where age of superannuation is laid down in the contract of employment, the period for which the employment will continue becomes definite. Such period

can easily be discerned by reference to the date of appointment of such employees. Therefore, these respondent-teachers could not have been retired at 58 years of age and they had a contractual right to continue in service, under Rule 29 of the Leave Rules, till they attained their age of retirement, which was fixed at 60 years.

15. Since these respondent-teachers were entitled under the terms of the contract of employement to continue till they attained the age of 60 years, any premature termination amounted to a breach of contract and even assuming that the contract could not have been specifically enforced, in view of the provisions of Section 14(1)(b) of the Specific Relief Act, they would still be entitled to damages for such breach. Where services of an employee are terminated in breach of contract, his normal remedy is a claim for damages or a declaration that termination was wrongful; not specific enforcement or a declaration that the termination was invalid. (See Chitty on Contracts, 26th Edition, Paragraph 1872). In the context of the facts of the present appeals, the measure of damages would, therefore, be the loss of earnings for the period during which these teachers were not allowed to work due to the breach committed by the employer by treating them as if they had superannuated at the age of 58 years, when they were entitled to continue till the age of retirement of 60 years, as stipulated in the terms and conditions of their employment.

16. During the pendency of the appeals, a statement was made in the applications made by the appellants for stay of the decree in the two suits (CA No.4803 of 1985 and CA No.5158 of 1985) on behalf of the appellants by their learned Counsel to the effect that in the event of the respondent-teachers succeeding in these matters, the appellant-Society would pay to them the salary for two years with interest as may be directed by this Court. The Counsel affirm this commitment. We, therefore, direct that interest be paid at the rate of 12 per cent on the amount of salaries for two years due under the decrees from 21.1.1986, being the date on which the statements were recorded in Civil Applications Nos.4803 of 1985 and 5158 of 1985, in both the matters.

17. In view of what we have said hereinabove, we find ourselves in complete agreement with the learned trial Judge in both these matters and find no valid reason for interfering with the impugned decisions. Both these appeals are, therefore, dismissed with costs.

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